

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart & Final Stores LLC		06/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Cash & Carry Stores LLC		06/29/2011	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: CALIFORNIA		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	77855375	CATTLEMAN'S FINEST	
Registration Number:	3052671	CHEF'S REVIEW	
Registration Number:	3052672	CHEF'S REVIEW	
Registration Number:	3052673	CHEF'S REVIEW	
Registration Number:	3052674	CHEF'S REVIEW	
Registration Number:	3052675	CHEF'S REVIEW	
Registration Number:	3052873	CHEF'S REVIEW	
Registration Number:	3052732	CHEF'S REVIEW	
Registration Number:	3776725	FIRST STREET	
Registration Number:	3776724	FIRST STREET	
Registration Number:	3776726	FIRST STREET	
Registration Number:	3776727	FIRST STREET	

CH \$1040.00 77855375

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TRADEMARK  
 REEL: 004595 FRAME: 0959

Registration Number:	3776716	FIRST STREET
Registration Number:	3776717	FIRST STREET
Registration Number:	3776718	FIRST STREET
Registration Number:	3776719	FIRST STREET
Registration Number:	3776721	FIRST STREET
Registration Number:	3776722	FIRST STREET
Registration Number:	3776723	FIRST STREET
Serial Number:	77495824	FIRST STREET
Registration Number:	3776720	FIRST STREET
Registration Number:	3794283	GROCERY STORE CONVENIENCE...WAREHOUSE STORE SAVINGS!
Registration Number:	3513829	HOT PRICE
Registration Number:	3750504	SAVING YOU TIME SAVING YOU MONEY QUALITY GUARANTEED
Registration Number:	3596103	SIMPLY VALUE
Registration Number:	3596102	SIMPLY VALUE
Registration Number:	3596101	SIMPLY VALUE
Registration Number:	3596100	SIMPLY VALUE
Registration Number:	3596099	SIMPLY VALUE
Registration Number:	3596098	SIMPLY VALUE
Registration Number:	3768072	SIMPLY VALUE
Registration Number:	3768071	SIMPLY VALUE
Registration Number:	3658004	SMART & FINAL
Registration Number:	3690269	SMART & FINAL EXTRA!
Registration Number:	3579362	SMART & FINAL EXTRA!
Registration Number:	3850071	SMARTADVANTAGE
Registration Number:	3884314	SMARTCO
Registration Number:	3881592	SMARTCO FOODS
Registration Number:	3857609	THE CONVENIENCE OF A GROCERY STORE... THE SAVINGS OF A WAREHOUSE STORE
Registration Number:	3721957	THE SMALLER FASTER WAREHOUSE STORE
Registration Number:	3828030	WHERE RESTAURANTS BUY BETTER

#### CORRESPONDENCE DATA

Fax Number: (302)636-5454

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801 x2348

**TRADEMARK**  
**REEL: 004595 FRAME: 0960**

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Co.- J. Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 08/02/2011

**Total Attachments: 11**

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### SUPPLEMENT NO. 3 TO ABL TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 3 TO ABL TRADEMARK SECURITY AGREEMENT effective as of June 29, 2011 (this "**Trademark Supplement**"), among SMART & FINAL STORES LLC, a California limited liability company ("**S&F**"), CASH & CARRY STORES LLC, an Oregon limited liability company ("**C&C**"), and together with S&F, the "**Grantors**", and BANK OF AMERICA, N.A., as collateral agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement (defined below), the "**Collateral Agent**").

WHEREAS, reference is made to (a) the Guarantee and Collateral Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), entered into by, among others, SMART & FINAL HOLDINGS CORP., a Delaware corporation ("**Holdings**"), S&F, the subsidiaries of Holdings from time to time party thereto (the "**Subsidiary Loan Parties**"), and the Collateral Agent, to which (i) Henry's Holdings LLC, a Delaware limited liability company ("**HH LLC**"), joined as a party pursuant to the Supplement No. 1 to the Guarantee and Collateral Agreement and Intercreditor Agreement dated as of October 26, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, "**Supplement No. 1**"), and (ii) C&C joined as a party pursuant to the Supplement No. 2 to the Guarantee and Collateral Agreement and Intercreditor Agreement dated as of December 16, 2009 (as amended, restated, supplemented, waived or otherwise modified from time to time, "**Supplement No. 2**", and together with the Guarantee and Collateral Agreement and Supplement No. 1, the "**Security Agreement**"), and (b) the Revolving Credit Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Existing Credit Agreement**"), among Holdings, S&F, the lenders from time to time party thereto (the "**Lenders**"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the Existing Credit Agreement, the "**Administrative Agent**") and as Collateral Agent, and the other financial institutions named therein;

WHEREAS, reference is further made to the ABL Trademark Security Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Existing Trademark Agreement**"), entered into by S&F and the Collateral Agent, to which (i) HH LLC joined as a party pursuant to the Supplement No. 1 to ABL Trademark Security Agreement dated as of October 26, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, "**TM Supplement No. 1**"), and (ii) C&C joined as a party pursuant to the Supplement No. 2 to ABL Trademark Security Agreement dated as of January 29, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, "**TM Supplement No. 2**", and together with the Existing Trademark Agreement and Supplement No. 1, collectively, the "**Trademark Agreement**");

WHEREAS, pursuant to the Security Agreement, as further evidenced by the Trademark Agreement, the Grantors have granted a security interest to the Collateral Agent for the benefit of itself and the other Lenders in, among other things, the Trademark Collateral; and

WHEREAS, the Administrative Agent, the Collateral Agent, Holdings and S&F, among others, have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to a certain Amended and Restated Revolving Credit Agreement dated as of June 29, 2011 (as

amended, restated, supplemented or otherwise modified and in effect from time to time, the “**ABL Credit Agreement**”); and

WHEREAS, HH LLC was released from its obligations under the Trademark Agreement and the other Loan Documents in connection with the sale by S&F of the outstanding Equity Interests of HH LLC to a third party on April 18, 2011, which sale was permitted pursuant to the terms of the Existing Credit Agreement;

WHEREAS, since the date of TM Supplement No. 2, the Grantors have acquired the additional Trademarks as set forth on Schedule I-A attached hereto; and

WHEREAS, the Grantors desire to execute and deliver this Trademark Supplement to further evidence the Collateral Agent’s security interest in such additional Trademarks; and

WHEREAS, the Lenders have agreed to extend credit to S&F and certain of its Affiliates subject to the terms and conditions set forth in the ABL Credit Agreement, and the obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Supplement;

NOW, WHEREFORE, the parties hereto agree as follows:

Section 1      **Terms.** Capitalized terms used in this Trademark Supplement and not otherwise defined herein have the meanings specified in the Trademark Agreement, the Security Agreement or the ABL Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Trademark Supplement.

Section 2      **Supplement to Schedule I.** Schedule I of the Trademark Agreement is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I shall be deemed to include (i) the Trademarks referenced on Schedule I as such Schedule I exists immediately prior to the date hereof (including as supplemented pursuant to TM Supplement No. 2), and (ii) the Trademarks referenced on Schedule I-A annexed hereto.

Section 3      **No Further Modification to Trademark Agreement.** Except as specifically provided herein, all of the terms and conditions of the Trademark Agreement shall remain in full force and effect as in effect prior to the date hereof, without releasing any obligors thereon or collateral security therefor.

Section 4      **Miscellaneous.**

(a) This Trademark Supplement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

(b) The Trademark Agreement (as amended by this Trademark Supplement) and the other Loan Documents express the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof or thereof.

(c) Any determination that any provision of this Trademark Supplement or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Trademark Supplement.

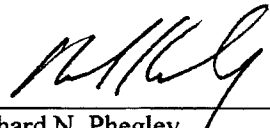
(d) The Grantors shall pay all costs and expenses of the Collateral Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Trademark Supplement.

Section 5 THIS TRADEMARK SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

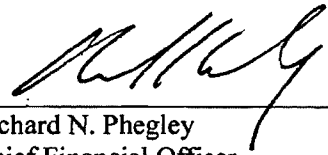
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Supplement as of the day and year first above written.

SMART & FINAL STORES LLC, as a  
Grantor

By:   
Name: Richard N. Phegley  
Title: Chief Financial Officer

CASH & CARRY STORES LLC, as a  
Grantor

By:   
Name: Richard N. Phegley  
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral  
Agent

By: \_\_\_\_\_  
Name: David R. Vega  
Title: Managing Director

Signature Page to Supplement No. 3 to ABL Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Supplement as of the day and year first above written.

SMART & FINAL STORES LLC, as a  
Grantor

By: \_\_\_\_\_  
Name: Richard N. Phegley  
Title: Chief Financial Officer

CASH & CARRY STORES LLC, as a  
Grantor

By: \_\_\_\_\_  
Name: Richard N. Phegley  
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral  
Agent

By: David R. Vega  
Name: David R. Vega  
Title: Managing Director



Schedule I-A

Supplement to Trademarks and Trademark Licenses

**Federal Trademarks**

<b>Mark (Reg. No. /Ser. No.)</b>	<b>Grantor</b>	<b>Registered</b>
CATTLEMAN'S FINEST (App. No. 77/855375)	Smart & Final Stores LLC	
CHEF'S REVIEW (Reg No 3052671)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052672)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052673)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052674)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052675)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052873)	Smart & Final Stores LLC	01/31/2006
CHEF'S REVIEW (Reg No 3052732)	Smart & Final Stores LLC	01/31/2006
FIRST STREET (Reg. No. 3776725)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,724)	Smart & Final Stores LLC	04/20/2010
FIRST STREET Reg. No. 3,776,726)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,727)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,716)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,717)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,718)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,719)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,721)	Smart & Final Stores LLC	04/20/2010

<b>Mark (Reg. No. /Ser. No.)</b>	<b>Grantor</b>	<b>Registered</b>
FIRST STREET (Reg. No. 3,776,722)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (Reg. No. 3,776,723)	Smart & Final Stores LLC	04/20/2010
FIRST STREET (App. No. 77/495824)	Smart & Final Stores LLC	
FIRST STREET (Reg. No. 3,776,720)	Smart & Final Stores LLC	04/20/2010
GROCERY STORE CONVENIENCE... WAREHOUSE STORE SAVINGS! (Reg. No. 3,794,283)	Smart & Final Stores LLC	05/25/2010
HOT PRICE (Reg. No. 3,513,829)	Smart & Final Stores LLC	10/07/2008
SAVING YOU TIME – SAVING YOU MONEY – QUALITY GUARANTEED (Reg. No. 3,750,504)	Smart & Final Stores LLC	02/16/2010
SIMPLY VALUE (Reg. No. 3.596,103)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3.596,102)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3.596,101)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3.596,100)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3.596,099)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3.596,098)	Smart & Final Stores LLC	03/24/2009
SIMPLY VALUE (Reg. No. 3,768,072)	Smart & Final Stores LLC	03/30/2010
SIMPLY VALUE (Reg. No. 3,768,071)	Smart & Final Stores LLC	03/30/2010
SMART & FINAL (Stylized) (Reg. No. 3,658,004)	Smart & Final Stores LLC	07/21/2009
SMART & FINAL EXTRA! (Reg. No. 3,690,269)	Smart & Final Stores LLC	09/29/2009
SMART & FINAL EXTRA! (and design) (Reg. No. 3,579,362)	Smart & Final Stores LLC	02/24/2009

<b>Mark (Reg. No. /Ser. No.)</b>	<b>Grantor</b>	<b>Registered</b>
SMARTADVANTAGE (Reg. No. 3,850,071)	Smart & Final Stores LLC	09/21/2010
SMARTCO (Reg. No. 3,884,314)	Smart & Final Stores LLC	11/23/2010
SMARTCO FOODS (Reg. No. 3,881,592)	Smart & Final Stores LLC	11/23/2010
THE CONVENIENCE OF A GROCERY STORE... THE SAVINGS OF A WAREHOUSE STORE (Reg. No. 3,857,609)	Smart & Final Stores LLC	10/05/2010
THE SMALLER FASTER WAREHOUSE STORE (Reg. No. 3,721,957)	Smart & Final Stores LLC	12/08/2009
WHERE RESTAURANTS BUY BETTER (Reg. No. 3,828,030)	Cash & Carry Stores LLC	08/03/2010

### **State Trademarks**

<b>Mark (Reg. No. /Ser. No.)</b>	<b>Grantor</b>	<b>State/Territory</b>	<b>Registered</b>
SMART & FINAL (Reg. No. 37799)	Smart & Final Stores LLC	Puerto Rico	05/08/1997
TRADEWINDS (Reg. No. 54204)	Smart & Final Stores LLC	Arizona	10/14/2009
TRADEWINDS (Reg. No. 113918)	Smart & Final Stores LLC	California	10/26/2009
TRADEWINDS (Reg. No. 19845)	Smart & Final Stores LLC	Idaho	09/08/2009
TRADEWINDS (Reg. No. 20090706143-82)	Smart & Final Stores LLC	Nevada	09/28/2009
TRADEWINDS (Reg. No. T41034)	Smart & Final Stores LLC	Oregon	09/11/2009
TRADEWINDS (Reg. No. 53537)	Smart & Final Stores LLC	Washington	09/08/2009

### **Unregistered Trade Names**

Cash & Carry  
Tradewinds

### **Registered Domain Names**

smartandfinal.com

### **Expiration**

12-11-2014

### **Account Holder**

S&F Stores LLC

smartfoodservice.com	1-23-2012	Cash & Carry Stores LLC
smartnfinal.net	4-15-2012	S&F Stores LLC
portal.smartandfinal.com	11/5/2011	S&F Stores LLC
strong600.smartandfinal.com	10/3/2011	S&F Stores LLC
Smartcofoods.com	5/3/2013	S&F Stores LLC

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